

GROUND TRANSPORTATION AGREEMENT

THIS GROUND TRANSPORTATION AGREEMENT (“Agreement”) is made and entered into as of the date specified immediately above the signatures hereto (“Effective Date”) by and between _____ (“Flight Service”) and **Emergency Medical Services Authority** (“Ground Transporter”).

WHEREAS, The Flight Service operates an air ambulance transportation service.

WHEREAS, The Ground Transporter owns and operates a licensed ground ambulance service business that provides emergency and non-emergency ambulance services.

WHEREAS, The Flight Service desires to engage Ground Transporter to provide certain services, including ground transportation services, to assist Flight Service in the transport of its crews and/or patients between medical facilities and airports or helipads.

WHEREAS, The Ground Transporter desires to accept such an engagement.

This Agreement supersedes and replaces any existing ground transportation agreement between the parties, with respect to Ground Transport Services (as defined below) occurring after the Effective Date.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Ground Transport Services and Payment.** Ground Transporter will provide services to Flight Service and/or its patients, including without limitation ground ambulance transportation services. The Flight Service shall notify Ground Transporter’s dispatch center of the need for Ground Transport Services at least thirty (30) minutes prior to the estimated arrival or as early as practical for flights of shorter duration Flight Service will compensate Ground Transporter for performing the requested Ground Transport Services in accordance with the current Rural Base Rate and Rural Mileage of the Medicare Fee Schedule at the time of transport for Carrier 04212, which can be located at <https://www.cms.gov/Medicare/Medicare-Fee-for-ServicePayment/AmbulanceFeeSchedule/afspuf.html>.
2. **No Requirement to Refer.** It is expressly recognized by both parties to this Agreement that any compensation paid by any party to the other does not constitute payment for referring any patient to any party or purchasing, leasing, ordering, or arranging for the purchase, lease, or order of any good, service, item, or product for which payment may be made in whole or in part under Medicare or Medicaid. Neither party shall make or receive any payment that would be prohibited under state or federal law. Neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the federal or any applicable state anti-kickback statute. In addition, there is no requirement that a party makes referrals to, be in a position to make or influence referrals to, or otherwise generates business for the other party as a condition for receiving payment for services as provided herein.
3. **Term and Termination.** This Agreement shall be for a term of five year(s), commencing on the date written in the initial paragraph of this Agreement. Either party shall provide written notice

of an intention to renew this Agreement thirty (30) days prior to the expiration of this Agreement.

4. Representations and Covenants of Ground Transporter:

- (a) Representations of Ground Transporter. Ground Transporter represents and warrants that it: (i) currently holds in good standing and shall continue to hold in good standing all licenses required to operate its business and to fully perform under this Agreement; (ii) is not excluded from participation in a health care program operated or financed in whole or in part by any federal, state, or local governmental agency; (iii) is not prohibited from federal participation by any federal agency; and (iv) has not been convicted of civil or criminal fraud relating to the delivery of a health care item or service.
- (b) Covenants of Ground Transporter. Ground Transporter shall provide all Ground Transport Services on a timely basis with properly certified ambulance crews and ambulances. In performing the Ground Transport Services, Ground Transporter shall comply with all applicable federal, state, county, and local laws, orders, rules, ordinances, regulations, and codes, including all applicable federal and state fraud and abuse laws and rules.

In addition, Ground Transporter agrees to comply with the standards for personal health information contained in federal and state statutes and regulations, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any regulations in effect that are promulgated pursuant to HIPAA, including, as applicable, the HIPAA privacy and security regulations found at 45 C.F.R. Parts 160 and 164, the Health Information Technology for Economic & Clinical Health Act (“HITECH”) contained within the American Recovery & Reinvestment Act of 2009 (“AKRA”).

- (c) Insurance and Indemnification by Ground Transporter. Ground Transporter will maintain comprehensive automobile insurance, comprehensive general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the medical transportation services industry and workers’ compensation insurance in the statutory required amounts. Such insurance shall be verified by a certificate of insurance provided to the other party upon request. Ground Transporter shall indemnify, defend, and hold harmless Flight Service, its officers, owners, directors, shareholders, agents, representatives, affiliates, and employees (“Flight Service Group”) for any and all liabilities, claims, obligations, costs, and expenses (including, without limitation, reasonable attorney’s fees and expenses, and costs of litigation and settlement) which Flight Service Group may incur or suffer as a result of, arising out of, or in any way connected with (i) the Ground Transporter’s noncompliance with any law, regulation, rule, order, or ordinance; or (ii) any negligent act or omission by the Ground Transporter of any of its obligations hereunder; or (iii) any act or omission by Ground Transporter outside the scope of, or in breach of, the terms of this Agreement. Flight Service shall notify Ground Transporter promptly of the existence of any such liability, claim, obligation, cost, or expense.

5. Representations and Covenants of Flight Service:

- (a) Representations of Flight Service. Flight Service represents and warrants that it: (i) currently holds in good standing and shall continue to hold in good standing all licenses required to operate its

business and to fully perform under this Agreement; (ii) is not excluded from participation in a health care program operated or financed in whole or in part by any federal, state, or local governmental agency; (iii) is not prohibited from federal participation by any federal agency; and (iv) has not been convicted of civil or criminal fraud relating to the delivery of a health care item or service.

(b) Insurance and Indemnification by Flight Service. Flight Service will maintain comprehensive aircraft insurance, comprehensive general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the medical transportation services industry and workers' compensation insurance in the statutory required amounts. Such insurance shall be verified by a certificate of insurance provided to the other party upon request. Flight Service shall indemnify, defend, and hold harmless the Ground Transporter, its officers, directors, shareholders, agents, representatives, affiliates, and employees ("Ground Transporter Group") for any and all liabilities, claims, obligations, costs and expenses (including, without limitation, reasonable attorney's fees and expenses, and costs of litigation and settlement) which the Ground Transporter Group may incur or suffer as a result of, arising out of, or in any way connected with (i) Flight Service's noncompliance with any law, regulation, rule, order, or ordinance; or (ii) any negligent act or omission by Flight Service of any of its obligations hereunder; or (iii) any act or omission by Flight Service outside the scope of, or in breach of, the terms of this Agreement. Ground Transporter shall notify Flight Service promptly of the existence of any such liability, claim, obligation, cost, or expense.

6. General Provisions.

(a) Independent Contractor. In undertaking to perform the Ground Transport Services, Ground Transporter is doing so as an independent contractor, and not as an employee or agent of Flight Service. This Agreement in no way creates any type of employment, partnership, joint venture or other relationship between the parties, other than that of independent contractors. Each party will have exclusive control of its own management, assets, and affairs. Neither party assumes any liability, by virtue of this Agreement, for any debts or other obligations incurred by the other party to this Agreement. No party shall represent itself as an agent of the other party.

(b) Confidential Information. The parties recognize that each party may have access to certain information owned by the other, which information is of a confidential or trade secret nature and which has great value to the party who owns the information. Neither party will disclose to a third party any confidential or proprietary information or trade secret information obtained by such party from the other, except as otherwise required by law or upon the prior written consent of the other party.

(c) Entire Agreement; Amendment; Waiver; Assignment. This Agreement and all exhibits hereto supersede all previous agreements, letters of intent and other writings, and all previous oral representations, and constitute the entire Agreement between Flight Service and Ground Transporter, with respect to the subject matter hereof. This Agreement may not be amended or modified in any way except in writing and executed by both parties hereto. Any waiver by a party of any breach of any provision contained herein or any breach thereof shall not constitute a waiver of any other provision or any further subsequent breach hereof. This Agreement may not be assigned by either party without the express written consent of the other party hereto. Ground Transporter shall not subcontract any of the Ground Transport Services to any other company or individual.

(d) Modification of Agreement to Comply with Law. In the event of the subsequent passage of any law (state or federal), promulgation of any regulation by a governmental agency or authority, issuance of any ruling or interpretation of any statute or regulation by any governmental agency having jurisdiction over the subject matter, or the decision or interpretation of any court of competent jurisdiction, governmental agency or board which would render any provision hereof in violation of any federal or state law or regulation or otherwise thwart the purpose of this Agreement, the parties agree to negotiate in good faith a modification hereto as may be reasonably necessary to avoid such violation or bring this Agreement into compliance with such law, regulation, ruling, or decision or interpretation. If the parties are unable to agree upon such modification within 30 days of the commencement of negotiations (or such earlier date as may be necessary to avoid any penalty, fine or adverse action to either party), either party shall have the right to terminate this Agreement effective upon the earlier of the giving of 30 days prior written notice or the date immediately prior to which either Flight Service or Ground Transporter would be subjected to a fine, penalty, or other material adverse action.

(e) Severability. In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable, then the invalidity, illegality, or unenforceability of such specific provision herein shall not be held to invalidate any other provision herein which other provisions shall remain in force and effect unless the removal of the invalid, illegal, or unenforceable provision destroys the legitimate purposes of this Agreement, in which event this Agreement shall be null and void.

(f) Federal Government Access. If this Agreement shall be deemed to be subject to the disclosure requirements of Section 952 of the Omnibus Reconciliation Act of 1980, 42 U.S.C. §1395x(v)(1)(I), and the regulations promulgated there under, 42 C.F.R. §420, Subpart D, Ground Transporter shall, until the expiration of four years after the furnishing of the Ground Transport Services, make available, upon proper request, to the Secretary of Health and Human Services, and to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and the books, documents, and records of Ground Transporter that are necessary to certify the nature and extent of the costs of the Ground Transport Services.

(g) Non-Discrimination. The parties to this Agreement shall comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act (ADA) of 1990, and any other applicable federal or state laws regarding discrimination based on gender, race, national origin, age, religion, pregnancy status, military status, or persons with disability.

(h) Notices. All notices, demands, and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered or sent by facsimile or electronic mail (with confirmation of delivery and followed with hard copy sent by mail), or (ii) one (1) day after being sent by reputable overnight express courier (charges prepaid), or (iii) five (5) days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another address is specified in writing, notices, demands, and communications to the parties shall be sent to the addresses set forth on the signature page hereto.

(i) Governing Law and Jurisdiction. This Agreement shall be governed in all respects by, and construed in accordance with, the laws of the State of Oklahoma, without regard to conflicts of law rules. Jurisdiction and venue for any dispute or litigation concerning this Agreement shall be in Tulsa County, Oklahoma.

(j) Attorney Fees. In the event of any litigation relating to this Agreement, the prevailing party shall be entitled to payment by the other party of the amount of all reasonable costs and expenses, including attorney and legal fees incurred by the prevailing party in connection with such litigation.

(k) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives as of _____, 20 _____.

FLIGHT SERVICE:

(Full Company Name)

By: _____

Its: _____

E-mail: _____

Phone: _____

Address: _____

GROUND TRANSPORTER:

EMERGENCY MEDICAL SERVICES AUTHORITY
(Full Company Name)

By: _____

Its: James O. Winham, CEO/President

E-mail: winhamj@emsa.net

Phone: 918-596-3133

Address: 1417 N. Lansing

Tulsa, OK 74106

2018 MEDICARE FEE SCHEDULE
(THIS WILL BE UPDATED JANUARY 1ST, EACH YEAR)

2018-2019 Rural Base Rate and Rural Mileage Medicare Fee Schedule

A0425	Mileage	\$7.45
A0426	ALS Non-Emergent	\$262.42
A0427	ALS Emergent	\$415.49
A0428	BLS Non-Emergent	\$218.68
A0429	BLS Emergent	\$349.89
A0433	Advanced Life Support 2	\$601.37
A0434	Specialty Care Transport (SCT)	\$710.71

Flight Crew (only) transport \$150
